

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

ALLSTATE INSURANCE COMPANY;
ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY; ALLSTATE
PROPERTY AND CASUALTY
INSURANCE COMPANY; ESURANCE
INSURANCE COMPANY; and
ESURANCE PROPERTY AND
CASUALTY INSURANCE COMPANY,

Plaintiffs,

v.

TOX TESTING, INC.; PARAGON LABS,
LLC; MICHIGAN TECHNOLOGY
PARTNERS, LLC; CURE IMAGING, LLC;
US HEALTH PHARMACEUTICALS, LLC
d/b/a MEDS DIRECT; LIVONIA CARE
PHARMACY, INC.; BLOCK BILLING
SOLUTIONS, LLC; MICHAEL ANGELO;
CHITRA SINHA, M.D.; and NILESH
PATEL,

Defendants.

C.A. No. 18-cv-13336-PDB-DRG

JUDGMENT

The undersigned parties agree that JUDGMENT may enter in the above-captioned action as follows:

1. Judgment is entered in favor of plaintiffs Allstate Insurance Company, Allstate Fire and Casualty Insurance Company, Allstate Property and Casualty Insurance Company, Esurance Insurance Company, and Esurance Property and

Casualty Insurance Company (collectively, “Allstate”) and entered against Mohammed Ali Abraham, M.D. on Counts I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, and XXVII of Allstate’s Complaint and against Mercyland Health Services, PLLC on Counts III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, and XXVII of Allstate’s Complaint (*Docket No. 1*).

2. Judgment is entered in favor of Allstate and entered against Mohammed Ali Abraham, M.D. and Mercyland Health Services, PLLC, jointly and severally, in the amount of **\$250,000** (Two Hundred Fifty Thousand Dollars (\$250,000.00) minus amounts already paid by Mohammed Ali Abraham, M.D. and Mercyland Health Services, PLLC pursuant to paragraphs two (2) and three (3) of the Parties’ Settlement Agreement), calculated as a sum certain of Allstate’s damages against Mohammed Ali Abraham, M.D. on Counts I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, and XXVII of Allstate’s Complaint and against Mercyland Health Services, PLLC on Counts III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, and XXVII of Allstate’s Complaint (*Docket No. 1*).

3. This Court finds that Allstate, on the one hand, and Mohammed Ali Abraham, M.D. and Mercyland Health Services, PLLC, on the other hand, consent to

the entry of Judgment as set out in paragraphs one and two *supra* and waive all rights of appeal. Specifically, this Judgment is a resolution of Allstate's causes of action alleging violations of 18 U.S.C. § 1962(c) and (d), common law fraud, civil conspiracy, payment under mistake of fact, and unjust enrichment against Mohammed Ali Abraham, M.D. and Mercyland Health Services, PLLC, as itemized above. The amount owed pursuant to this Judgment may not be discharged in any bankruptcy proceeding.

4. This Judgment constitutes a final judgment pursuant to Fed. R. Civ. P. 54.
5. The Court retains jurisdiction to enforce this Judgment.

IT IS SO ORDERED AND ADJUDGED.

Dated: October 22, 2019

s/Paul D. Borman
HON. PAUL D. BORMAN
United States District Judge